

Council/Agency Meeting Held: _____	City Clerk's Signature _____
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 12/20/2004	Department ID Number: PW 04-090

CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY: PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR
PREPARED BY: ROBERT F. BEARDSLEY, PE, DIRECTOR OF PUBLIC WORKS
SUBJECT: Approve Amendment No. 1 to Agreement with Engineering Resources, Inc.

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: An amendment to the agreement with Engineering Resources of Southern California, Inc. is necessary to continue enhanced plan check and inspection services for special projects.

Funding Source: Funds in the amount of \$350,000 are budgeted in Public Works Development, Professional Services, 10085251.69365. A Reimbursement Agreement with Verizon to provide needed funding was approved by the City Council on July 19, 2004.

Recommended Action: Motion to:

Approve and authorize the Mayor and City Clerk to execute Amendment No. 1 to the Agreement between the City of Huntington Beach and Engineering Resources of Southern California, Inc. for plan check and development process services in an amount not to exceed \$350,000 (Attachment 1).

Alternative Action(s): Do not approve the agreement. This action will either cause a delay in the Verizon Fiber to the Premises (FTTP) Project, or require City staff to preempt plan check and inspection services for other development projects to focus on the Verizon FTTP Project.

E-10

REQUEST FOR ACTION

MEETING DATE: 12/20/2004

DEPARTMENT ID NUMBER: PW 04-090

Analysis: The Public Works Department has been coordinating plan check and inspection support with Verizon for the Fiber-to the Premises (FTTP) telecommunications project. These services are provided primarily by outside consultants. A reimbursement agreement with Verizon was approved by the City Council on July 19, 2004. Terms of this agreement included an initial deposit of \$120,000 and reimbursements in amounts to maintain no less than \$40,000 on deposit.

Personnel from the consulting firm of Engineering Resources provide plan check and inspection services for the Verizon FTTP Project. Beginning in July, the existing development processing agreement with Engineering Resources was drawn down to provide immediate services to the project. The contract did not adequately cover both the time and financial terms necessary to complete the Verizon FTTP Project. Amendment No. 1 increases funding for as-needed development services assistance by \$350,000. The original contract expiration of December 2006 is unchanged.

Proposals for plan review and field inspection were received in January 2004. The Engineering Resources fee schedule remains current.

Public Works Commission Action: Not required.

Environmental Status: Not applicable.

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Amendment No. 1 to Agreement with Engineering Resources of Southern California, Inc.

E-10.2

E-10.3

ATTACHMENT #1

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND ENGINEERING
RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR
PLAN CHECK AND DEVELOPMENT PROCESS SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City", and ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC, a California corporation, hereinafter referred to as Consultant.

WHEREAS, City and Consultant are parties to that certain agreement dated December 15, 2003, entitled "Professional Services Contract Between the City of Huntington Beach and Engineering Resources of Southern California, Inc for Plan Check and Development Processing Services" which agreement shall hereinafter be referred to as the "Original Agreement," and

City and Consultant wish to amend the Original Agreement to increase the amount of the compensation to be paid by City to Consultant.

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. AMENDMENT OF SECTION 4 OF THE ORIGINAL AGREEMENT
ENTITLED "COMPENSATION."

SECTION 4. ADDITIONAL COMPENSATION

City agrees to pay Consultant as full payment for services rendered, an additional sum not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by and through their authorized officers on _____, 200_____.

ENGINEERING RESOURCES OF
SOUTHERN CALIFORNIA, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

X By: [Signature]
John M. Brudin, P.E.
print name

Mayor

ITS: ~~(circle one) Chairman President Vice President~~

AND

X By: [Signature]
Michael J. Stearns, P.E.
print name

City Clerk

ITS: ~~(circle one) Secretary/Chief Financial Officer/Asst. Secretary/Treasurer~~

APPROVED AS TO FORM:

[Signature]
City Attorney
11/3/04 12/13/04 K01/2/04

REVIEWED AND APPROVED:

[Signature]
City Administrator

INITIATED AND APPROVED:

[Signature]
Director of Public Works

E-10.5

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/07/04

PRODUCER 0A99520 1-619-234-6848

Lavignac & Associates

1230 Columbia Street, Suite 850

San Diego, CA 92101
Dorothy Amundson

INSURED
Engineering Resources

3550 E. Florida Avenue Suite B

Temet, CA 92544

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: United States Fidelity & Guaranty Company

INSURER B: St. Paul Fire & Marine Insurance Company

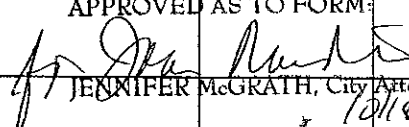
INSURER C: Great American Assurance Company

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ID	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual <input checked="" type="checkbox"/> Broad Form GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JECT <input type="checkbox"/> LOC	BK01196862	09/01/04	09/01/05	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA01290786	09/01/04	09/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	APPROVED AS TO FORM:  JENNIFER McGRATH, City Attorney 10/18/04			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WVA7733068	09/01/04	09/01/05	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liability	EDN320848003	09/01/04	09/01/05	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000 \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Professional Liability - Claims made form, aggregate limit policy. Defense costs included within limit of liability. Certificate Holder is named as Additional Insured with respect to General Liability per attached endorsement and Auto liability endorsement to follow. Waiver of Subrogation applies to General Liability included in policy form, Auto liability endorsement to follow and Workers Compensation per attached endorsement. 10 days NOC for non-payment of premium.

CERTIFICATE HOLDER

Development Processing and
Related Engineering
City of Huntington Beach

Ask Management
000 Main Street

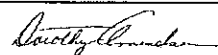
Huntington Beach, CA 92648

Y ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

AUTHORIZED REPRESENTATIVE



Named Insured: Engineering Resources

Policy Number : BK01196862

Owners, Lessees Or Contractors (Form C)

ADDITIONAL INSURED Effective: 09/01/04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following;

LIABILITY COVERAGE PART.

Schedule

Name of Person or Organization:

The City of Huntington Beach, their officers, employees and agents.

APPROVED AS TO FORM:

Jennifer McGrath
JENNIFER McGRATH, City Attorney
10/18/09

1. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.
2. With respect to 1. above the following additional provision applies:

SECTION IV. 5. Other Insurance is replaced by the following:

5. Other Insurance.

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any valid and collectible "other insurance" available to the insured unless the

valid and collectible "other insurance" is provided by a person or organization who is not shown in the schedule. Then we will share with that valid and collectible "other insurance" by the method described below.

If all of the valid and collectible "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the valid and collectible "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-
CALIFORNIA**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/07/04 at 12:01 A.M. standard time, forms a part of

Policy No. WVA7733068

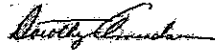
Endorsement No.

Of the St. Paul Fire & Marine Insurance Company NCCI Carrier Code 13706

Issued to: Engineering Resources

Policy Expiration Date: 09/01/05

Premium (if any)\$



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

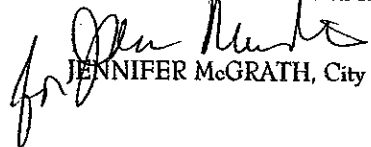
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

USA

Job Description

Development Processing and Related Engineering

APPROVED AS TO FORM:

 10/18/04
JENNIFER McGRATH, City Attorney

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